

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
NORTHERN DIVISION**

JEFFREY F LAWRENCE	:	
And		
DONNA LAWRENCE	:	
Plaintiffs	:	Civil Action # MJG-02-CV-3224
v.	:	
THE "IMAGINE...!" YACHT, LLC	:	
And		
ANNAPOLIS BAY CHARTERS, INC.	:	
And		
LATITUDE 38, LLC	:	
Defendants	:	

ANSWER TO AMENDED COMPLAINT

The "IMAGINE...!" Yacht, LLC, Defendant, by its attorney, Robert H. Bouse, Jr., for answer to the Amended Complaint says:

1. The allegations of paragraph 1 of the Amended Complaint are conclusions of law and need not be answered.
2. Defendant The "IMAGINE...!" Yacht, LLC admits the allegations of paragraph 2.
3. Defendant The "IMAGINE...!" Yacht, LLC admits the allegations of paragraph 3.
4. Defendant The "IMAGINE...!" Yacht, LLC admits the allegations of paragraph 4.
5. Defendant The "IMAGINE...!" Yacht, LLC is without knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 5 of the Amended Complaint.
6. Defendant The "IMAGINE...!" Yacht, LLC admits the allegations of paragraph 6.
7. Defendant The "IMAGINE...!" Yacht, LLC denies the allegations of paragraph 7.

8. Defendant The “IMAGINE...!” Yacht, LLC is without knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 8 of the Amended Complaint.

9. Defendant The “IMAGINE...!” Yacht, LLC admits the allegations contained in paragraph 9 of the Amended Complaint.

10. Defendant The “IMAGINE...!” Yacht, LLC is without knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 10 of the Amended Complaint.

11. Defendant The “IMAGINE...!” Yacht, LLC denies the allegations contained in paragraph 11 of the Amended Complaint.

12. Defendant The “IMAGINE...!” Yacht, LLC denies the allegations of paragraph 12.

COUNT I – NEGLIGENCE

13. Defendant The “IMAGINE...!” Yacht, LLC adopts and restates as if fully set forth herein its responses to paragraph 1 – 12 of the Amended Complaint.

14. Defendant The “IMAGINE...!” Yacht, LLC denies the allegations contained in paragraph 14 of the Amended Complaint as they relate to this Defendant.

15. Defendant The “IMAGINE...!” Yacht, LLC denies the allegations contained in paragraph 15 of the Amended Complaint.

16. Defendant The “IMAGINE...!” Yacht, LLC denies the allegations contained in paragraph 16 of the Amended Complaint and all subparagraphs therein.

17. Defendant The “IMAGINE...!” Yacht, LLC denies the allegations contained in paragraph 17 of the Amended Complaint.

18. Defendant The “IMAGINE...!” Yacht, LLC denies the allegations contained in paragraph 18 of the Amended Complaint.

COUNT II – BREACH OF CONTRACT

19. Defendant The “IMAGINE...!” Yacht, LLC adopts and restates its answers contained in paragraphs 1 – 18 as if set forth fully herein.

20. Defendant The “IMAGINE...!” Yacht, LLC is without knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 20 of the Amended Complaint.

21. Defendant The “IMAGINE...!” Yacht, LLC is without knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 21 of the Amended Complaint.

22. Defendant The “IMAGINE...!” Yacht, LLC denies that it discharged or fired an explosive device without a warning thereof and in close proximity of the Plaintiff Jeffrey Lawrence. Defendant is without sufficient knowledge to admit or deny the remaining allegations contained in paragraph 22 of the Amended Complaint.

23. Defendant The “IMAGINE...!” Yacht, LLC denies the allegations contained in paragraph 23 of the Amended Complaint.

COUNT III – VIOLATION OF MARYLAND STATUTE

24. Defendant The “IMAGINE...!” Yacht, LLC adopts and restates its responses to the allegations contained in paragraphs 1 – 23 of the Amended Complaint as if set forth fully herein.

25. Defendant The “IMAGINE...!” Yacht, LLC denies the allegations contained in paragraph 25 of the Amended Complaint.

26. Defendant The “IMAGINE...!” Yacht, LLC denies the truth of the allegations and conclusions contained in paragraph 26 of the Amended Complaint.

27. Defendant The “IMAGINE...!” Yacht, LLC denies the allegations contained in paragraph 27 of the Amended Complaint.

28. Defendant The “IMAGINE...!” Yacht, LLC denies the allegations contained in paragraph 28 of the Amended Complaint.

COUNT IV – LOSS OF CONSORTIUM

29. Defendant The “IMAGINE...!” Yacht, LLC adopts and restates its responses to the allegations contained in paragraph 1 – 28 of the Amended Complaint as if fully set forth herein.

30. Defendant The “IMAGINE...!” Yacht, LLC adopts and restates its responses to the allegations contained in paragraph 1 – 13 of the Amended Complaint as if set forth fully herein.

31. Defendant The “IMAGINE...!” Yacht, LLC is without knowledge sufficient to form a belief as to the truth of the allegations contained in paragraph 31 of the Amended Complaint.

32. Defendant The “IMAGINE...!” Yacht, LLC denies the allegations contained in paragraph 32 of the Amended Complaint.

33. Defendant The “IMAGINE...!” Yacht, LLC denies the allegations contained in paragraph 33 of the Amended Complaint.

AFFIRMATIVE DEFENSES

34. The Amended Complaint fails to state a claim upon which relief can be granted.

35. The Plaintiffs’ injuries, if any, were caused by Plaintiffs’ own contributory negligence.

36. The Plaintiffs’ injuries, if any, were caused by the Plaintiffs’ assumption of risk.

37. The Plaintiff is seeking recovery against the Defendant The “IMAGINE...!” Yacht, LLC on the ground that it is the owner of the Yacht “IMAGINE...!” and if this Defendant is found to be such, than this Defendant is entitled to the benefits and limitations under the Ship Owner’s Limitation of Liability Act, 46 USC 183 *et seq.*

38. Plaintiffs' claims are barred by the doctrines of accord and satisfaction, waiver and injury caused by a fellow servant in accordance with F.R.C.P. 8(c).

39. Defendant The "IMAGINE...!" Yacht, LLC is not liable due to intervening and/or superceding causes.

40. Plaintiffs failed to join all necessary parties.

WHEREFORE, Defendant The "IMAGINE...!" Yacht, LLC prays that this Honorable Court dismiss the above action with prejudice and award Defendant The "IMAGINE...!" Yacht, LLC its attorneys' fees incurred in defending this action, its costs, and such other and further relief as the case may require.

_____/s/_____
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I HEREBY CERTIFY that on this 1st day of April, 2003, copy of the foregoing Answer to Amended Complaint was electronically mailed only to:

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_____/s/_____
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